

RECEIVED
OKLAHOMA INSURANCE DEPARTMENTDISTRICT COURT OF PITTSBURG COUNTY
STATE OF OKLAHOMA

JUL 10 2012

Legal Division

DENISE OWENS,

)

Plaintiff,

)

Vs.

)

GUARANTEE TRUST LIFE
INSURANCE COMPANY,

)

Defendant.

)

Case No.: CJ-2012-170

RECEIVED

JUL 16 2012

LEGAL

SUMMONSTO THE ABOVE NAMED DEFENDANT: Guarantee Trust Life Insurance Company
C/o Ok State Insurance Commissioner
3625 NW 56th Street, Suite 100
Oklahoma City, Oklahoma 73112

You have been sued by the above named Plaintiff and you are directed to file a written Response to the attached Petition in the Office of the Court in the County named above within twenty (20) days after service of this summons upon you, exclusive of the day of service. Within the same time, a copy of your Response must be delivered or mailed to the attorney for Plaintiff or the Plaintiff if not represented by an attorney.

Unless you respond to the Petition within the time stated, judgment will be rendered against you for the relief demanded in the petition, with costs of the action.

Issued this 5 day of July, 2012.Cindy Smith, Court Clerk
By: Cheryle Briley
Deputy Court Clerk

By: Tod S. Mercer
Tod S. Mercer, #14157
MERCER LAW FIRM, P.C.
500 East Choctaw Avenue
McAlester, Oklahoma 74501
(918) 420-5850 Telephone
(918) 420-5855 Facsimile
Attorney for Plaintiff

YOU MAY SEEK ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR RESPONSES. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT A RESPONSE MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.

This Summons AND Notice was served on this _____ day of _____, 2012.

Name of Person Serving Summons

EXHIBIT

"A"

DISTRICT COURT OF PITTSBURG COUNTY
STATE OF OKLAHOMA

DENISE OWENS,)
Plaintiff,)
Vs.) Case No.: CG-2012-170
GUARANTEE TRUST LIFE)
INSURANCE COMPANY,)
Defendant.)

PETITION

COMES NOW the Plaintiff, Denise Owens, and for her claims against the Defendant, Guarantee Trust Life Insurance Company (“GTL”), alleges and states:

JURISDICTIONAL ALLEGATIONS

1. Plaintiff, Denise Owens, is a resident of Pittsburg County in the State of Oklahoma, as was her deceased husband, Jimmy Owens.
2. Defendant, Guarantee Trust Life Insurance Company, is an insurance company based in Glenview Illinois that conducts business in the state of Oklahoma.
3. The life insurance policy at issue herein was entered into in Pittsburg County.
4. This Court has jurisdiction over the parties and the subject matter herein.

FACTUAL ALLEGATIONS

5. The Plaintiff's deceased husband, Jimmy Owens, purchased a credit life insurance policy which was written and issued by the Defendant GTL.
6. The Plaintiff's husband passed away on November 6, 2010.
7. The subject policy was in effect on November 6, 2010 when the Plaintiff's husband, Jimmy Owens, deceased, passed from this Earth.

8. Plaintiff submitted a claim to GTL for payment of the credit life insurance benefits due under the policy.

9. Defendant denied Plaintiff's claim for life insurance benefits on January 12, 2011.

10. GTL owed Plaintiff a duty to handle her claim fairly and to treat her in good faith.

COUNT ONE – BAD FAITH

11. The actions and non-actions of GTL in regard to the handling and denial of Plaintiff's claim amounts to a breach of GTL's duty of fair dealing and good faith owed to Plaintiff as a policyholder.

12. As a direct result of GTL's bad faith, Plaintiff has suffered damages, both financially and emotionally.

13. At all times material herein, the agents, adjusters, supervisors and other employees of GTL were acting within the course and scope of their employment and agency with GTL.

14. GTL is responsible for the actions of its agents and employees under the doctrine of *respondeat superior*.

15. GTL's actions were intentional and malicious and/or were reckless with disregard for the rights of others, including Plaintiff.

16. Plaintiff is entitled to recover punitive damages against the Defendant, GTL, in order to deter it from future similar conduct, and further, as punishment for its wrongful, willful and bad faith conduct.

COUNT TWO – BREACH OF CONTRACT

COMES NOW the Plaintiff and hereby adopts and re-alleges the statements and allegations above and for her second cause of action against GTL states as follows:

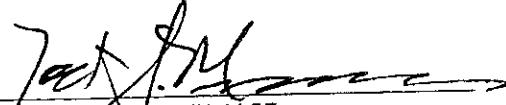
17. The above facts and denial of Plaintiff's claim for benefits constitute a breach of contract on the part of GTL.

18. As a direct result of GTL's breach of contract Plaintiff has suffered damages.

19. As a direct result of GTL's breach of contract Plaintiff has also been required and compelled to hire and retain legal counsel to pursue this action to recover the life insurance benefits owed under the policy and she is entitled to recover those attorney fees and costs associated with this action.

WHEREFORE Plaintiff, Denise Owens, prays for judgment against the Defendant, Guarantee Trust Life Insurance Company, for a sum in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of the United States Code, plus punitive damages, plus pre and post judgment interest, attorney fees, costs and whatever further relief this Court deems fair and equitable.

Respectfully submitted by:



Tod S. Mercer, OBA#14157
MERCER LAW FIRM, P.C.
500 East Choctaw Avenue
McAlester, OK 74501
(918) 420-5850 Phone
(918) 420-5855 Facsimile
Attorney for Plaintiff

ATTORNEY LIEN CLAIMED.

GOVERNOR
MARY FALLIN

INSURANCE COMMISSIONER
JOHN D. DOAK



INSURANCE COMMISSIONER
State of Oklahoma

July 10, 2012

GUARANTEE TRUST LIFE
INSURANCE COMPANY
1275 MILWAUKEE AVENUE
GLENVIEW IL 60025

RE: CJ2012170
In the District Court in PITTSBURG COUNTY
State of Oklahoma
DENISE OWENS
vs
GUARANTEE TRUST LIFE
INSURANCE COMPANY

Dear Sir or Madam:

Enclosed is a copy of the above captioned summons
served on the Insurance Commissioner as designated agent
for service of process of foreign insurance companies doing
business in the State of Oklahoma (36 O.S. section 621(B)).

Sincerely,

JOHN DOAK
Insurance Commissioner

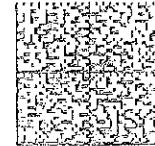
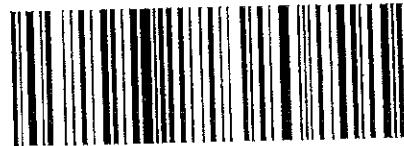
Kristen Hanke
Kristen Hanke Legal Department

dp/enclosure

JOSEPH DEMONTE
1275 MILWAUKEE AVENUE
GLENVIEW IL 60025



JOHN D. DOAK
Insurance Commissioner
Oklahoma Insurance Department
5 Corporate Plaza
3625 NW 56th Street, Suite 100
Oklahoma City, OK 73112-4511



U.S. POSTAGE

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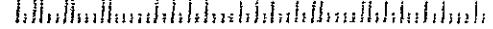
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Guarantee Trust Life
Insurance Company
275 Milwaukee Avenue
Glenview, IL 60025



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IN THE DISTRICT COURT IN AND FOR PITTSBURG COUNTY
STATE OF OKLAHOMA

DENISE OWENS,

Plaintiff,

v.

GUARANTEE TRUST LIFE
INSURANCE COMPANY,

Defendant.

SHIRLEY SMITH

RESEXY

Case No. CJ-2012-170

ANSWER OF DEFENDANT

COMES NOW, Defendant, by and through its counsel of record, Brandon S. Nichols, of Brandon S. Nichols, P.C., of Oklahoma City, Oklahoma and hereby files its Answer to Plaintiff's

Petition and states as follows:

1. At the time of Answering, Defendant is without sufficient knowledge, information and/or

belief to allow it to admit the allegations contained in paragraph 3 of Plaintiff's Petition and therefore must deny the same;

2. Defendant admits the allegations contained in paragraphs 1, 2, 4, 5, 6, 7, 8, 10, 13 and 14 of Plaintiff's Petition; and

3. Defendant denies the allegations contained in paragraphs 9, 11, 12, 15, 16, 17, 18 and 19 of Plaintiff's Petition and demands strict proof thereof.

AFFIRMATIVE DEFENSES

At the time of Answering, Defendant is without sufficient knowledge, information and/or belief to allow it to assert all Affirmative Defense that may be available to it. Therefore, Defendant reserves the right to add, amend and/or supplement its Affirmative Defenses as discovery progresses:

1. Plaintiff has failed to state a claim for which relief can be granted;

2. Defendant is not liable to Plaintiff under any theory of fact or law;
3. Estoppel;
4. Waiver;
5. Statute of limitations;
6. Material misrepresentation with the intent to deceive or conceal;
7. The denial of the claim was supported by the policy;
8. Legitimate dispute;
9. Oklahoma's punitive damage statute is unconstitutional, as applied, under the United States and Oklahoma Constitutions;
10. Defendant's denial was supported by the medical evidence obtained in its investigation of the claim; and
11. Defendant reserves the right to add, amend and/or supplement its Affirmative Defenses as discovery progresses.

WHEREFORE, premises considered, Defendant prays that Plaintiff take nothing by way of her Petition and respectfully requests the Court dismiss this case and for such further legal and equitable relief as the Court deems just and proper.

Respectfully submitted,



Brandon S. Nichols, OBA # 18973

BRANDON S. NICHOLS, P.C.

1215 N. Classen Drive
Oklahoma City, OK 73103

Tel. (405) 516.7822
Fax: (405) 516.7859

ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

On the 6th day of August, 2012, a true and correct copy of Defendant's Answer was hand delivered to the following counsel of record:

Tod S. Mercer
500 East Choctaw Ave
McAlester, OK 74501



Brandon S. Nichols